# U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

# INTEGRATED RESOURCE CONTRACT

(Applicable to Contracts with Measurement after Harvest)



<b>National Forest</b> San Juan	Ranger District Mancos/Dolores	Mancos/Dolores Rocky Mountain					
Contract Name Spring Creek			Award Date Termination Date 03/31/2018				
The parties to this contract hereinafter called Forest Se	are The United States of Ar ervice, and	merica, acting thro	ough the Forest Service, after called Contractor.	United States Department of Agriculture,			
Unless provided otherwise lagrees to purchase, cut, an	herein, Forest Service agre d remove Included Timber a	es to sell and per and complete req	mit Contractor to cut and uired stewardship projec	I remove Included Timber and Contractor cts.			
IN WITNESS WHEREOF, t	he parties hereto have exec	cuted this contrac	t as of the award date.	•			
			UNITE	O STATES OF AMERICA			
Two Witnesses: 2/		By:	:				
				Contracting Officer			
	(Name)			(Title)			
	(Address)			(Contractor) 3/			
	(Name)	Ву:					
	(Address)	<del>1</del>		(Title)			
			(	Business Address)			
ı <u>4</u> /							
'I							
who signed this contract or							
		or and in behalf of	the corporation by author	ority of its governing body, and is			
within the scope of its corpo	orate powers.			CORPORATE SEAL 5/			

Contract	Mama:	Spring	Craak
COHLIGGE	I VICILIO.	ODINA	

Contract No:

INSTRU	JCTIONS:
and spe specify	ntractor is a corporation, state a "corporation organized and existing under the laws of the State of" ecify the State; if Contractor is a partnership, state a "partnership consisting of " and the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual business under the name of City of City of, State of
<u>2</u> / The s	signatures and addresses of two witnesses are required if Contractor is other than a corporation.
corpora	intractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a ation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the ation must be impressed or indicated.
<u>4</u> / The o	certificate must be completed if Contractor is a corporation.
	companies incorporated in States that require a corporation seal, if the corporation has no corporate seal that fact shall be stated, h case a scroll or adhesive seal shall follow the corporate name.
. [	EXAMPLE 1/
  -  -	Subcontractor Certification  Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
į	Contract Name:National Forest:
	The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
i	Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.
	Name of Subcontractor: Business Address:
	Date Signature
	1/ It is the Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

Contract	Name:	Spring	Creek
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#### A.0 - SPECIFIC CONDITIONS. The following conditions apply to the indicated portions.

#### A.1 - Location and Area, applicable to B.1

This Contract Area of 2880 acres more or less is located in: Portions of Sections 25, 26, 35 & 36, Township 38 North, Range 13 West; Portions of Sections 30, 31 & 32, Township 38 North, Range 12 West, Portions of Sections 6 & 7, Township 37 North, Range 12 West, New Mexico Principal Meridian, Montezuma County, CO

### A.2 - Volume Estimate and Utilization Standards, applicable to C.1, C.2, C.4, and G.4

					Minimu	m Specifica	tions	
				Merchant			uired to be F	Removed
* Species	Product	Estimated Quantity	Unit of Measure	Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
ive & Dead Aspen	Misc-Conv.	8,865.00	CCF	6.0	1	8	5.0	. 8
		1	*					
				<u> </u>			· · · · · · · · · · · · · · · · · · ·	
Total Qua	intity	8,865.00	CCF					

<sup>1/</sup> Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

# A.3- Timber Designations, applicable to C.3; acres are approximate:

	Number	Acres
Clearcutting Units (C.3.1)		
Specified Road Clearing (C.3.2)		
Overstory Removal Units (C.3.3)	Stands mediatinggo-gampania and relations and an array of	
Understory Removal Units (C.3.4)		
Individual Trees (C.3.5)		344
Incompletely Marked Timber (C.3.6)		

Number

# A.4 - Timber Payment Rates, applicable to D.1 and E.0

# A.4.1 - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under D.2

				Rates pe	r Unit of Me	asure		
Species	Product	Unit of Measure	Base \$	Advertised	Bid Premium \$	Bid (Tentative) \$	Required Deposits Slash Disposal \$	Base Index
Not Applicable								
i .								
							<u> </u>	

# A.4.2 - Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

!				Rates p	er Unit of M	easure	-
Species	Product	Unit of Measure	Base \$	Advertised \$	Bid	Bid (Flat) \$	Required Deposits Slash Disposal \$
Live & Dead Aspen	Misc-Conv.	CCF	1.00	4.37			.44
•							
					·		
	•						
		-					
							-
÷							
					,		
				1	1		

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

# A.4.3 - Stewardship Credits, applicable E.2.2 and K-G.9#

	Mandatory Steward	ship Projects			
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
001	Furnish & Install Corrugated Metal Pipe	Each	2.00		
:					!
¥ ±				i	
			*		
	·				
					i
					:

# Optional Stewardship Projects

Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
			•			
				,		
		Nat Augulia atala				
		Not Applicable				
			;			
					·	

The following definitions are established for the terms used in A.4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under D.3.1, D.3.2, or D.3.3.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A.7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in D.3.1, D.3.2, and D.3.3.

Bid Rates are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.4.2, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Contractor may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in D.2.

#### A.5 - Indices Used in Quarterly Adjustment, applicable to D.2

Index Name and Date					cies Index Name and Date		-				
							-				
						٠					

#### A.6 - High Stumps, applicable to G.4.1.2

	Species	Product	Maximum Stump Height * (inches)
All		All	12
•			
	· ·		.
	•		
			e e e e e e e e e e e e e e e e e e e

### A.7 - Specified Roads, applicable to F.2

Name and Date of Governing Road Specifications:

Project		Appro.  Design Length	Appro.	Sheet Numbers	Performance Responsibility			
			and			Construction		
Road No.	Name	Class	(mi./km.)	Approval Date	Survey	Design	Staking	1/
	Not Applicable							
		·		•				

<sup>1/</sup> Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2.

A.8 - Forest Service Engineering Completion Schedule, applicable to F.2.1

Road No.	Road Name	Type of Work	Completior Date
	Not Applicable	· .	

# A.9 - Scaling Instructions and Specifications, applicable to G.8

Name and Date of Governing Instructions: FSH 2409.11a National Cubic Scaling (5/91) as amended

		Maximum	Trim Allowance		
Species	Product	Scaling Length (feet)	Dlameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	20	ALL	ALL	6
	*				

# A.10 - Scaling Services, applicable to G.8.1

Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
Misc-Conv.	CCF	State Approved Scale Per Written Agreement	Total (100%) Weight Scale	.15
		Product Measure	Product Measure Site and Geographic Location  Misc-Conv. CCF State Approved Scale Per Written	Product         Measure         Site and Geographic Location         Method           Misc-Conv.         CCF         State Approved Scale Per Written         Total (100%)

### A.11 - Minimum Scaling Volumes, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period 0\_CCF per scaler Minimum volume for Intermittent Scaling Services 0\_CCF on a N/A basis

### A.12 - Fire Precautionary Period, applicable to H.2

May 15 to November 15, inclusive

# A.13 - Contractor's Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to H.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to H.3.1.2 and H.3.1.3

Within 15 road miles

# A.14 - Contractor's Obligation per Operations Fire, applicable to H.4.1

**Maximum Amount:** \$ \$2,600.00

# A.15 - Termination Date, applicable to 1.2

March 31, 2018

# A.16 - Normal Operating Season, applicable to G.3.1, G.6.6, 1.2.1 and J.3

First Period:	June	10	to	November 15	, inclusive
Second Period:			to		, inclusive

# A.17 - Performance Bond Amount, applicable to J.1

Performance Bond Amount:

# A.18 - Downpayment, applicable to E.2.1.1

**Downpayment Amount: Not Applicable** 

# A.19 - Periodic Payment Amount, applicable to E.2.1.3

•	Periodic Payment Determination Date	Amount
Initial Payment:	<u>N/A</u>	N/A
Additional Payment:	N/A	N/A

# A.20 - Market-Related Contract Term Addition Producer Price Index, applicable to 1.2.1.2

Index Name: Softwood Lumber Index Number: 0811

### A.21 - Inapplicable Provisions

The following listed provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

E.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
E.3.1	BLANKET BOND
E.4	PAYMENTS NOT RECEIVED
1.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

### A.22 - List of Special Provisions in Part K

The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)

K-C.3.0.1#	CUTTING UNIT BOUNDARIES (11/2006)
K-C.3.5.2.1#	DESIGNATION BY SPECIES AND DIAMETER (11/2007)
K-E.2.1.1	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
K-E.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
K-E.3.1#	BLANKET BOND (11/2006)
K-E,4	PAYMENTS NOT RECEIVED (08/2012)
K-F.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
K-F.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
K-F.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)
K-F.3.4#	OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS (11/2006)
K-F.3.6#	SNOW REMOVAL (11/2006)
K-F.4.1#	CLOSURE TO USE BY OTHERS (11/2006)
K-G.2.2.3	PROTECTION OF FENCES (11/2006)
K-G.3.1.0#	CUTTING SCHEDULE (11/2006)
K-G.3.1.2#	CONTRACT OPERATION RESTRICTIONS (11/2006)
K-G 4.2#	SKIDDING AND YARDING (SPECIAL OBJECTIVES) (11/2006)
K-G,6#	EROSION PREVENTION AND CONTROL (11/2006)
K-G.6.0.1#	EROSION CONTROL SEEDING (11/2006)
K-G.7#	SLASH TREATMENT (11/2006)
K-G.7.1	CHANGE IN SLASH TREATMENTS (11/2006)
K-G.7.2#	TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (11/2006)
K-G.8.2.4#	SCALING AS PRESENTED (SALES BY WEIGHT) (11/2006)
K-G.8.3#	PRODUCT ACCOUNTABILITY (11/2006)
K-G.8.5.2	WEIGHT OF LOST LOADS (11/2006)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.2	FIRE PRECAUTIONS (11/2006)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.6.8# (Option 1)	USE OF TIMBER (09/2004)

Contract Name: Spring Creek

### K-C.3.0.1# - CUTTING UNIT BOUNDARIES (11/2006)

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

# K-C.3.0.1# - CUTTING UNIT BOUNDARIES. (11/06)

# Cutting Unit Boundary Designation Table

Cutting Unit	Paint Color	Designation
All .	ORANGE	Vertical streaks of paint on 3 Sides of Boundary Trees with an additional stump mark. Middle Streak faces the area to be cut. Approximately every 5 <sup>th</sup> Boundary Tree has the cutting unit number painted on it.
4, 6, 7, 9, 11 and 13	N/A	Forest System roads form part of the boundaries of these units, but were not painted. Other boundaries are marked as described above. Intersections of painted lines with the roads are indicated with banded painted trees.

#### K-C.3.5.2.1# - DESIGNATION BY SPECIES AND DIAMETER (11/2007)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Contract Area Map, except trees Marked with <u>Orange</u> paint or described to be left uncut.

#### See Tree Designation Table

Additional trees to be cut, if any, are Marked with N/A paint.

All Live or Dead Conifer Species shall be left as leave trees, unless Marked with N/A paint. Leave N/A trees of the designated cut species, N/A inches stump diameter or greater, to avoid leave tree spacing greater than N/A feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with Orange paint.

Stump diameter is measured outside bark at  $\underline{Six}$  (6") inches above ground on the uphill side of the tree and may be measured using a diameter tape (diameter equivalent of circumference), or caliper according to standard measurement procedures in use by the Forest Service.

# K-C.3.5.2.1# - DESIGNATION BY SPECIES AND DIAMETER. (11/07)

# Tree Designation Table

Cutting Unit(s)	Designated Species	More than Stump Diameter (inches)	Less than Stump Diameter (inches)
All	Live & Dead Aspen	Seven (7") inches	N/A

Contract Name: Spring Creek

#### K-E.2.1.1 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding E.2.1.1, upon the Contractor's written request Forest Service may temporarily reduce the downpayment when Contractor's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Contractor to delay or interrupt operations for reasons other than breach;
- (2) Contractor interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Contractor is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Contractor must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Contractor shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

#### K-E.2.1.5 - DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)

To the extent payment guarantee is provided under E.3, requirements for advance cash deposits under E.2.1.2 shall be waived for the value of Included Timber removed except for:

- (a) Base Rates,
- (b) associated charges, and
- (c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under E.2.2 for mandatory stewardship projects listed in A.4.3 plus optional stewardship projects listed in A.4.3 authorized by Contracting Officer.

Charges for (a), (b) and (c) shall be waived for not more than a monthly billing period, subject to the provisions of E.4.

Contract Name: Spring Creek

#### K-E.3.1# - BLANKET BOND (11/2006)

If Contractor furnishes an acceptable bond or deposits securities, in accordance with E.3, to guarantee payment for timber from this and other timber contracts within the same Contracting Zone, the amount of such bond or deposited securities shall be allocated to such contracts by Forest Service. When there is to be no timber cutting hereunder for 30 calendar days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request, and Contractor shall not start cutting hereunder until this contract receives an allocation which will meet the obligation for payment guarantee.

A Contracting Zone as stated in this provision contains the following National Forests:

Contracting Zone

National Forests

SZ	GrandMesa/Uncompahgre/Gunnison National Forest
SZ	Rio Grande National Forest
SZ	Pike-San Isabel National Forest
sz	San Juan National Forest

#### K-E.4 - PAYMENTS NOT RECEIVED (08/2012)

- (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractorss Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:
- (i) Slash disposal, road maintenance, and contract scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under E.2.1.8;
- (iii) Damages pursuant to J.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to E.2.2;
- (vi) Periodic payments pursuant to E.2.1.3;
- (vii) Extension Deposits pursuant to E.2.1.7; and
- (viii) Other mandatory deposits.
- (b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under J.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.
- (c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:
- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.
- (d) Forest Service remedies for Contractor;s failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor;s Operations, and administrative offset, shall be stayed for so long as:
- (i) A bona fide dispute exists as to Contractor; obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

Contract Name: Spring Creek

#### K-F.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
x	Hauling prohibited
Ŗ	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

Contract Name: Spring Creek IRTC

# K-F.1.2# - USE OF ROADS BY CONTRACTOR. (6/99)

# Restricted Road List

Road		Terr	nini		Description of	
Number	Road Name	From	То	Map Legend	Restrictions	
NFSR 561 560	West Mancos Lost Canyon	M.P. 5.3	M.P. 10.6 M.P. 3.9	R	Hauling prohibited annually from December 15 <sup>th</sup> to April 15 <sup>th</sup> (inclusive) to prevent conflicts with winter recreation on groomed snow trails.	
NFSR 382 093 327 561 560	Spring Creek Point Big Block Spring Creek West Mancos Lost Canyon	M.P. 0.0 M.P. 0.0 M.P. 0.0 M.P. 5.3 M.P. 0.0	M.P. 1.9 M.P. 0.7 M.P. 1.8 M.P. 10.6 M.P. 3.9	R	Hauling prohibited annually from April 15 <sup>th</sup> to May 31 <sup>st</sup> (inclusive) to prevent road/soil damage during periods of soil saturation associated with seasonal snowmelt/thawing.	
NFSR 560	Lost Canyon	M.P. 4.0	M.P. 8.1	X .	Hauling prohibited.	

Contract Name: Spring Creek

#### K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

# K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS. (09/04)

# Contract Road Maintenance Requirements Summary

	Ter	Termini		App.	licabl	e Pre	haul E	Road M	Mainten	ance	Speci	ficat	ions
Road	From	To	Miles						T-808			<u> </u>	
093	MP0.0	MP0.7	0.7	Ρ.	P	P	Р	P	P				
382	MP0.0	MP1.9	1.9	P	P	P	P	P	P				T
327	MP0.0	MP1.8	1.8	Р	P	P	Р		Р				
			<u> </u>			-							
										•			

P = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

	Ter	mini			App	licabl		ing Ha	oad Ma	inten	ance	
Road	From	To	Miles	T-800	T-802	T-803	T-805	T-808				
093	MP0.0	MP0.7	0.7	P	Р	P	P	Р				
382	MP0.0	MP1.9	1.9	Р	P	Р	P	Р	 			
327	MP0.0	MP1.8	1.8	P	P	P	P	P	 	1		
560	MP0.0	MP3.9	3.9	P	P	P	P	Р	 	·	-	
561	MP5.3	MP10.6	5.3	P	P	P	P	P	 			
···•		!										

P = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

	Termini		Applicable Post Haul Road Maintenance Specia					ifica	tions			
Road	From	To	Miles	T-800	T-802	T-803	T-805	T-808				
093	MP0.0	MPO.7	0.7	P	P	Р	P	Р		·		
382	MP0.0	MP1.9	1.9	P	P	P	P	Р				
327	MP0.0	MP1.8	1.8	Р	P	P	P	P	1			
560		MP3.9	3.9	P	P	P	P	Р				
561	MP5.3	MP10.6	5.3	Р	P	P	Р	P	·			
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P = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

# Road Maintenance T-Specifications

To be used with Integrated Resource Timber Contract Form 2400-13, K-F.3.1 $\sharp$ 

No.	Specification Title
T-800	Definitions
T-802	Ditch Cleaning
T-803	Surface Blading
T-805	Drainage Structures
T-807	Roadway Vegetation
T-808	Miscellaneous Structures

Contract Name: Spring Creek IRTC

# SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-811, the intent and meaning shall be interpreted as follows:

800-1.1 - Agreement. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

- It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.
- 800-1.2 Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.
- 800-1.3 Base Course. Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.
- 800-1.4 Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.
- 800-1.5 Borrow. Select Material taken from designated borrow sites.
- 800-1.6 Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.
- 800-1.7 Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.
- 800-1.8 Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

- 800-1.9 Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.
- 800-1.10 <u>Dust Abatement Plan</u>. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.
- 800-1.11 <u>Lead-off Ditches</u>. A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.
- 800-1.12 Material. Any substances specified for use in the performance of the work.
- 800-1.13 Prehaul Maintenance. Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the Contractor's use, provided Contractor's Operations do not damage improvements under B6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in K-F.3.1#.

Prehaul Maintenance work the Contractor elects to perform will be in compliance with the Road Maintenance T-Specifications.

- 800-1.14 Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.
- 800-1.15 Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by Contractor on specific roads.
- 800-1.16 Roadside. A general term denoting the area adjoining the outer edge of the Roadway.
- 800-1.17 Roadway. The portion of a road within the limits of excavation and embankment.
- 800-1.18 Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.
- 800-1.19 Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

- 800-1.20 Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.
- 800-1.21 Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.
- 800-1.22 Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.
- 800-1.23 Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.
- 800-1.24 Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.
- 800-1.25 Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.
- 800-1.26 Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.
- 800-1.27 Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.
- 800-1.28 Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.
- 800-1.29 Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

SPECIFICATION T-802 DITCH CLEANING

#### DESCRIPTION

1.1 Ditch cleaning is removing and disposing of all Slough Material from Roadway ditches to provide a free-draining waterway.

#### REQUIREMENTS

- 3.1 Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.
- 3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading T-803 operations.

Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site designated by the Forest Service.

3.3 Roadway backslope or Berm shall not be undercut.

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SPECIFICATION T-803 SURFACE BLADING

#### DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

#### REQUIREMENTS

- 3.1 Surface blading shall be performed before, during, and after Contractor's use as often as necessary to facilitate traffic and proper drainage.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 Water, taken from Water Sources designated on Contract Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.
- 3.4 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.
- 3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

- 3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.
- 3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.
- 3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.
- 3.10 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

SPECIFICATION T-805 DRAINAGE STRUCTURES

#### DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks, and dropinlets.

#### MATERIALS

2.1 All Materials used in the maintenance of Drainage Structures shall conform by type and specification to the Material in the structure being maintained.

#### REQUIREMENTS

- 3.1 Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site designated by the Forest Service.
- 3.2 If outlet or inlet riprap was installed by Contractor as a construction item or existed prior to Contractor's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross-section.
- 3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

#### SPECIFICATION T-807 ROADWAY VEGETATION

#### DESCRIPTION

 $\underline{1.1}$  This work includes removal of brush and trees from within the Roadway limits.

#### REQUIREMENTS

- 3.1 Vegetative matter within the Roadway which impedes vehicular travel or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the Roadside in locations where the Traveled Way or sight distances will not be impaired.
- 3.2 Vegetative matter removed from the Roadway shall be treated by the specified method and as required by K-G.7#.

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#### SPECIFICATION T-808 MISCELLANEOUS STRUCTURES

#### DESCRIPTION

1.1 Maintenance of miscellaneous structures includes cattleguards, gates, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

#### MATERIALS

 $\underline{2.1}$  Any Materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the Material in the structure being maintained.

#### REQUIREMENTS

3.1 Cattlequards. Loose rails shall be welded or bolted back in place.

Excess Material carried into the cattleguard shall be removed when drainage is blocked or when it reaches 6 inches from the bottom of the cattleguard frame. Drainage into and from the cattleguard shall be kept open.

3.2 Gates. Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly.

Brush and debris shall be removed from within the swinging radius.

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### K-F.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in K-F.3.1#.

Contractor and Forest Service may agree in writing on adjustment of such rates. If Contractor uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Contractor's use of such roads.

The Required Deposits for Forest Service work in lieu of Contractor performance and for deferred maintenance is: \$\\$3.45 \text{ per CCF}.

The following table lists who Contractor will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's Office.

Denos	1t	Made	То

Rate

Unit of Measure

N/A

# K-F.3.4# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS (11/2006)

Unless otherwise agreed in writing, temporary roads, skid trails, and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described below:

See Obliteration Table.

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Contract Name: Spring Creek IRTC

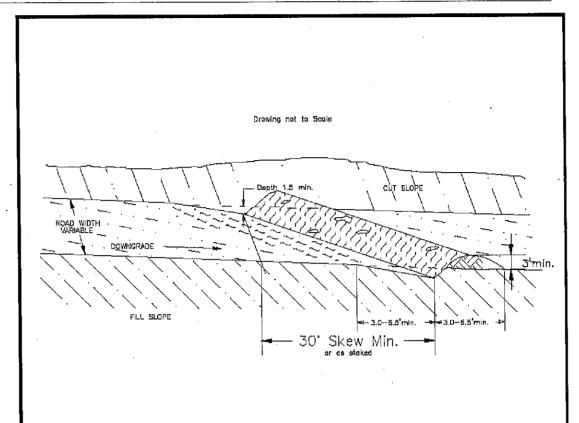
K-F.3.4# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS. (11/06)

Cutting Unit(s)	Type of Facility	Closure Method
ALL	All Temporary Roads	Upon completion of use, any non-system or temporary roads used for hauling must be effectively closed to vehicles and ATVs at the intersection with the public road. Contractor must replace rock barriers and use logs, stumps, slash or other methods as directed by the Forest Service to prevent reentry by motorized vehicles.  Construct nondrivable waterbars per the attached drawings and specifications near the entrance of the road or at the additional spacing intervals indicated below as the slope dictates.  Rip or scarify to a depth of 4 - 8 inches and seed the entire length of the road with the seed mix
4	ATV Trail	specified in K-G.6.0.1#.  If the ATV trail on the south side of Unit 4 is used
		as a temporary road, the intersection with NFSR 327 must be effectively blocked to normal vehicular traffic, but remain passable by ATVs. The remaining trail should be free of debris or ruts and drivable water bars or cross ditches should be installed as needed. Seeding is not required on the trail.
ALL	Landings	Rip or scarify to a depth of 4 - 8 inches and seed with the seed mix specified in K-G.6.0.1#.

# MAXIMUM WATERBAR SPACING (in feet)

ASTM	SOIL TYPE DESCRIPTION	2 2	OAD GR <u>4</u>	ADIENT <u>6</u>	(perc <u>8</u>	ent sl	ope) <u>12</u>	<u>15</u>	20
SM	Silty Sand Sands	1225	610	410	305	245	205	165	120
CL	Silty Clays Gravely Clays	1500	900	600	450	360	300	240	180
GM	Sandy Silty Grvl Silty Gravel	1350	970	720	540	435	360	300	220
GC	Clayey Gravel	1400	1200	830	625	500	415	335	250

# K-F.3.4# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS. (11/06)



# NOTES

- 1. ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
- 2. ALL WATER BARS SHALL HAVE FREE FLOWING OUTLETS.
- 3. WHEN STAKES ARE USED, THEY DESIGNATE THE OUTLET LOCATION.

NONDRIVABLE WATERBAR



DEPARTMENT OF AGRICULTURE FOREST SERVICE SAN JUAN NATIONAL FOREST

#### K-F.3.6# - SNOW REMOVAL (11/2006)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

- A. Description. Snow removal work by Contractor shall include:
- 1. Removal of snow from entire road surface width including turnouts.
- 2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
- 3. Maintain drainage so that the drainage system will function efficiently.
- B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.
- 1. Removal of material. All debris, except show and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- 2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- 3. Ditches and culverts shall be kept functional during and following roadway use.
- 4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
- 5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of <u>Two (2")</u> inches above the road surface unless specifically removed from the requirements in writing.
- 6. Snow must not be removed to the road surface. A minimum Two (2") inch depth must be left to protect the roadway.
- 7. Contractor's damage from, or as a result of, snow removal shall be restored in a timely manner.

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#### K-F.4.1# - CLOSURE TO USE BY OTHERS (11/2006)

A. Closure of Roads During Period of Contract. Unless otherwise agreed to in writing between Contractor and Forest Service, Contractor shall within 15 days of receipt of notice from Forest Service, install gates listed below and close gates on roads designated "To Be Closed" on Contract Area Map and listed below to effectively block access behind such gates to vehicle traffic except that constituting official use. Installation of gates shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Contractor and his employees when engaged in contract activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Contractor will close gates as directed by Forest Service at the completion of daily activities or close gates after passage of each vehicle. Forest Service will monitor and administer closure activities.

#### See Gate Location(s) Table

B. Closure of Roads at End of Contractor's Use. Unless otherwise agreed to writing between Contractor and Forest Service, upon completion of use, Contractor shall effectively close to public use the following roads designated "To Be Closed" on Contract Area Map and listed below. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

Installation of barricades, which may include earth berms, logs, timber, rock, metal railing, etc., in accordance with details attached hereto and made a part hereof, including the proper barricade and closure signing.

Scarify, seed, and fertilize these travel ways full width as described in K-G.6.0.1#. Recontour or reshape cut or fill slopes in accordance with details attached hereto and made a part hereof; seed, scarify, and fertilize as described under K-G.6.0.1#; pull existing drainage structures; haul designated culverts to approved stockpile site, or other work needed to obliterate or put road to bed as described in attached road logs or details. Construct cross ditches by cutting a dip at least six (6) inches deep in the road surface and mounding the excavated material along the downgrade edge of the dip. Dips shall be cut at a sufficient angle so that they will drain to the outside of the road. They shall cross the entire width of the roadbed and be constructed at the following spacing:

#### See Water Dip Specifications Table

During the life of this contract, Contractor is authorized to install temporary barricades on the roads designated "To Be Closed". Gates with adequate and protected locks may be considered a temporary barricade. Temporary barricades shall be installed so that they may be readily opened by Contractor or Forest Service for access to Contract Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Contractor shall provide and post approved signs as authorized by Forest Service.

#### See Close and Lock Existing Gate(s) Table

C. Contractor's Operations in Areas Otherwise Closed to Motorized Vehicles. During the period January 1st to December 31st when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms, or transport big game animals with vehicles within the closed areas.

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Contract Name: Spring Creek IRTC

# K-F.4.1# - CLOSURE TO USE BY OTHERS. (11/06)

Gate	Location(s)			
Location	Gate Furnished By	Gate Installed By	In Place	Description
Approx. M.P. 5.3 (Forest Boundary parking area)	Forest Service	Forest Service	Yes	Gate to remain closed to the public from November 15 <sup>th</sup> to May 31 <sup>st</sup> (inclusive) of each year as directed by the Forest Service.
Approx. M.P. 0.0 (Junction w/ NFSR 560)	Forest Service	Forest Service	Yes	Gate to remain closed to the public at all times.
_	Approx. M.P. 5.3 (Forest Boundary parking area)  Approx. M.P. 0.0 (Junction w/ NFSR	Approx. M.P. 0.0  Approx. M.P. 0.0  (Junction w/ NFSR  Furnished  By  Forest Service	Approx. M.P. 0.0 (Junction w/ NFSR 560)  Furnished By By  Forest Service Service  Forest Service Service  Forest Service Service Service	Approx. M.P. 5.3 (Forest Boundary parking area)  Approx. M.P. 0.0 (Junction w/ NFSR 560)  Furnished By By In Place  Forest Service Service  Forest Service  Forest Service  Service Service  Service Service

Cross Ditch

Percent Grade	Maximum Spacing
N/A	

Closure Location(s)								
Road Number	Location	Closure Method	. Furnished	In Place				
NFSR 093	Approx. M.P. 0.0 (Junction w/ NFSR 560)	Gate to be closed and locked.	Forest Service	Yes				
NFSR 093	Approx. M.P. 0.55 (Immediately west of the Junction w/ Morrison ATV Trail)	Install barrier with rock, slash or logs, etc. to prevent ATV traffic moving west off of the ATV trail.	Contractor	No				

#### K-G.2.2.3 - PROTECTION OF FENCES (11/2006)

Unless otherwise agreed to in writing, all fences, as designated on Contract Area Map, which are required to be cut because of temporary road construction, skid road construction, or other logging activities, shall not be cut until the fence has first been "line braced" or "fence braced," to prevent loss of tension, on both sides of the wire span or series of short spans to be cut.

The Contractor shall install temporary cattleguards in accordance with attached plans at each location where the fence is cut for temporary road access unless otherwise approved in writing by Forest Service. All fences will be restored promptly after logging to the condition existing immediately prior to logging. Fence repair will be kept current with logging operations.

#### K-G.3.1.0# - CUTTING SCHEDULE (11/2006)

Unless otherwise agreed to in writing, Included Timber shall be cut and removed from Contract Area according to the following schedule:

See Cutting Schedule Table

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Contract Name: Spring Creek IRTC

# K-G.3.1.0# - CUTTING SCHEDULE. (11/06)

### Cutting Schedule

Cutting Unit	Completion Date and/or Sequence of Cutting		
All	All live Aspen trees meeting utilization standards must be removed from the National Forest and weighed within 90 calendar days of felling.		

### K-G.3.1.2# - CONTRACT OPERATION RESTRICTIONS (11/2006)

Unless otherwise agreed to in writing, contract operations will be restricted as listed below:

See Contract Operation Restriction Schedule

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Contract Name: Spring Creek IRTC

# K-G.3.1.2# - CONTRACT OPERATION RESTRICTIONS. (11/06)

### Contract Operation Restriction Schedule

Cutting Unit(s) or Location	Operation	Time Period	Purpose
All Cutting Units	All Operations.	Annually from December 15 <sup>th</sup> thru April 15 <sup>th</sup> (inclusive)	To prevent conflict with winter recreationists on groomed snow trails.
All Cutting Units	All Operations.	Annually from February 15 <sup>th</sup> thru May 31 <sup>st</sup> (inclusive)	To prevent soil damage during periods of soil saturation associated with seasonal snowmelt/thawing.
4	All Operations.	All Weekends (Saturday & Sunday) and Federal Holidays.	To protect public safety and avoid conflicts with recreational uses of the adjacent motorized ATV trails.

#### K-G.4.2# - SKIDDING AND YARDING (SPECIAL OBJECTIVES) (11/2006)

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods, and procedures:

See Skidding and Yarding Table.

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Contract Name: Spring Creek IRTC

# K-G.4.2# - SKIDDING AND YARDING (SPECIAL OBJECTIVES). (11/06)

Cutting Unit	Special Objectives
4	The ATV trail running through this unit shall not be used as a skidding trail. Skidding across the trail shall only occur at crossings designated by the Forest Service.

#### K-G.6# - EROSION PREVENTION AND CONTROL (11/2006)

- A. Contractor shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.
- B. Skidding with tractors within <u>Fifty (50')</u> feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.
- C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.
- D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.
- E. Unless otherwise agreed in writing, Contractor shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

#### K-G.6.0.1# - EROSION CONTROL SEEDING (11/2006)

Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil as designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads N/A following closure specified in K-F.4.1#. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of N/A inches and a maximum depth of N/A inches.

Seed and fertilizer shall be spread evenly at the rate of <u>17.1</u> pounds of seed and <u>Zero</u> pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Seeding shall be done during the period <u>Jume 10</u> to <u>November 15th</u> and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

#### See Seed Application Table

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

See Fertilizer Application Table

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Contract Name: Spring Creek IRTC

# K-G.6.0.1# - EROSION CONTROL SEEDING. (11/06)

### Seed Application Table

Species of Seed	P.L.S. Pounds Per Acre
Arizona Fescue var. Redundo <i>Festuca arizonica</i>	0.7 lbs/ac.
Nodding Brome Bromopsis anomalus	4.0 lbs/ac.
American Vetch <i>Vicia americana</i>	1.0 lbs/ac.
Blue Wildrye <i>Elymus glaucus</i>	7.2 lbs/ac.
Canada Wildrye <i>Elymus canadensis</i>	4.2 lbs/ac.

### Fertilizer Application Table

Type of Fertilizer	Pounds Per Acre
N/A	

#### K-G.7# - SLASH TREATMENT (11/2006)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Contractor-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Contractor-created slash. Such areas are designated in the Contractor Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Contractor shall perform the following work described below and/or as shown on the Contract Area Map and/or Slash Disposal Map.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of the Contract Area.

See Contractor's Slash Responsibility Table

K-G.7# - SLASH TREATMENT. (11/06)

Contractor's Slash Responsibility Table

	Contractor's Stash Responsibility Table		
Cutting			
Unit(s)	Type of Slash Disposal		
ALL	Slash Treatment Options Slash generated by harvesting activities shall be handled by the contractor in one of two ways. Slash shall either be piled within the unit or whole-tree yarding shall be used to accumulate and pile slash at landings. A combination of these two treatment methods may also be used if the end result is at least 80% of the slash is piled in an acceptable manner. Any slash remaining in the unit that is not piled shall be lopped and scattered to lay within 24" inches of the ground.  Piling If piling is used, the contractor shall pile at least 80% of the		
	slash within the unit at areas approved by the Forest Service. Piling may be accomplished by hand or with machinery. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be located at least twice their diameter from residual timber so that burning will not result in damage to residual timber. Piles will not be less than 3 feet in height and no more than 40 feet long.		
	Whole-Tree Yarding If Whole-Tree yarding is used, the contractor may leave tops and limbs attached to felled Included Timber and yard them to landings within the cutting unit. Tops and limbs which are lost on the way to the landing site due to normal felling, skidding and/or yarding operations are not required to be yarded, but they must be lopped and scattered to lay within 24" inches of the ground.		
	Limbing and topping would take place at the landings and the resulting slash or debris accumulated at the landings following treatment as described above shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be located at least twice their diameter from residual timber so that burning will not result in damage to residual timber. Piles will not be less than 3 feet in height and no more than 40 feet long.		

(continued on following page)

K-G.7# - SLASH TREATMENT. (11/06)

# Purchaser's Slash Responsibility Table (continued)

ALL	Fell Residuals
	Contractor shall fell all live residual aspen over 10 feet (10') in height which do not otherwise meet minimum specifications for Included Timber or that are damaged beyond recovery by the Contractor's operations. These trees must be either added to slash piles or lopped and scattered or otherwise manipulated to lay within 24" inches of the ground.
4	Morrison Trail  The ATV trail running through and adjacent to this unit shall be maintained and left in a condition free of slash and debris which would impede ATV, horse or foot traffic.

#### K-G.7.1 - CHANGE IN SLASH TREATMENTS (11/2006)

Slash treatment measures required in K-G.7# may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference. When the cost of work added exceeds the cost of work deleted, the change may be made only if the Contractor agrees to making the change with no cost adjustment.

#### K-G.7.2# - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (11/2006)

Slash treatment methods of Temporary Road slash shall be agreed to in writing prior to construction. Temporary Road slash shall be treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A.2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than Three (3\*) inches in diameter and Three (3.) feet in length shall either be (a) utilized and removed from Contract Area, (b) burned within the right-of-way, (c) removed to designated locations shown on Contract Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) windrowed (h) decked, or (i) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed Six (6') feet before being piled or buried.
- D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.
- E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than <u>Two (2')</u> feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.
- F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed <u>Six (6\*)</u> inches. Chips may be mixed with soil within roadway.
- G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.
- H. When slash is to be windrowed, the windrow area shall be cleared. Windrows shall be placed parallel to and along the embankment toe. Windrows shall not be placed against trees.
- I. If material is decked, logs not meeting Utilization Standards that are Six (6") inches or more in diameter shall be bucked into lengths not to exceed Six (6') feet and piled at agreed locations.

#### K-G.8.2.4# - SCALING AS PRESENTED (SALES BY WEIGHT) (11/2006)

Notwithstanding criteria in G.8.2, all material presented for measurement will be weighed and paid for at rates listed in A.4 on a predetermined weight factor of 54.24 pounds per cubic foot for Live & Dead Aspen and N/A pounds per cubic foot for N/A.

In the event any live products are severed from the stump for a period of 90 days or more without being weighed, the Forest Service, at its discretion, may 100 percent sample, sample load scale, sample weight scale, or use any other valid and acceptable method to determine the volume. Contractor shall bear any additional scaling costs as a result of the delay in removing the products.

#### K-G.8.3# - PRODUCT ACCOUNTABILITY (11/2006)

The following requirements are applicable to Product Removal Permits:

- 1. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Product Removal Permit which is not returned will be considered a lost load and charged for as described in G.8.5 or G.8.5.1, as appropriate.
- 2. Contractor shall require all permits be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, sale brand, sale name, and destination where products will be unloaded. On the Load Permit, the month, day, and time the truck is loaded shall be punched out. Each permit will then be attached to the load in accordance with instructions on the inside cover of the Product Removal Permit book. Products will not be hauled from the Contract Area without the Load Permit attached to the load.
- 3. Before products are hauled, the truck driver must sign the Woods Permit in ink using legal signature.
- 4. Each load will have the last three digits of the load receipt number painted on both ends of three logs with <u>Black</u> paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

#### K-G.8,5.2 - WEIGHT OF LOST LOADS (11/2006)

If weight is the unit of measure, Contractor shall present all loads for weighing and shall furnish a ticket from a certified scales for each such load. If no weight ticket is furnished for such load(s), the weight of such load(s) shall be deemed equal to the weight of the heaviest load presented during the billing period, as established by the Forest Service.

#### K-G.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

ATTACHMENT FOR CONTRACT PROVISION K-G.9# STEWARDSHIP PROJECTS
WORK ACTIVITY ITEMS - TERMS AND SPECIFICATIONS

#### 1. Scope of Work

The Spring Creek Integrated Resource Timber Contract (IRTC) would use contract service work to furnish and install two corrugated metal culvert pipes at intermittent stream crossings of Forest system roads. This Attachment describes in detail the contract requirements and specifications for the Stewardship Projects listed in K-G.9#- STEWARDSHIP PROJECTS. Additional operational requirements directly associated with the harvest of designated merchantable products including skidding, yarding and/or slash disposal work are included in other IRTC provisions.

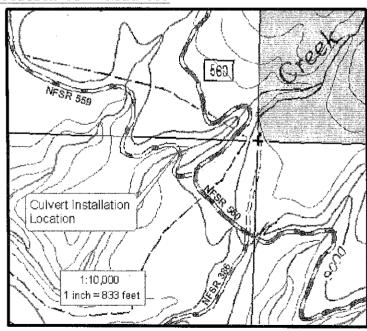
The Contractor shall provide sufficiently skilled labor, experienced supervision, transportation, equipment, operating supplies, incidentals and inspection services to perform the work in compliance with the contract.

#### 2. Project Location and Description

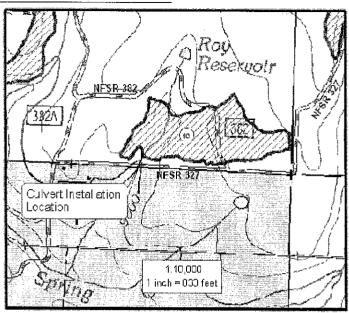
The Spring Creek Contract Area is located on the Mancos-Dolores Ranger District, San Juan National Forest. The sale is approximately 11 miles north of Mancos, CO in Montezuma County. The primary access route to the Sale is north out of Mancos on County Road 42 (West Mancos Road) to Forest Service Roads 561 and 562.

Legal Description: Portions of Sections 25, 26, 35 & 36, Township 38 North, Range 13 West; Portions of Sections 30, 31 & 32, Township 38 North, Range 12 West; Portions of Sections 6 & 7, Township 37 North, Range 12 West, New Mexico Principal Meridian, Montezuma County, CO.

Location 01 - Road 559



Location 02 - Road 327



### 3. Performance Specifications - Project #001 - Furnish and Install Culverts:

603.01 Work. Furnish and install, or install only, metal pipe and pipe appurtenances, including all bedding and backfilling required to complete the work. The term "metal" refers to aluminum and steel.

#### Materials

ESTIMATE OF QUANTITIES

Item #	Description	Mtd Meas	Unit	Quantity
603 (01)	Rd 559 Culvert, 18 inch Corrugated Metal Pipe	DQ	Ft.	45
603 (02)	Rd 327 Culvert, 18 inch Corrugated Metal Pipe	DQ	Ft.	45

603.02 Requirements. Furnish materials that meet the requirements specified in the following subsections:

Furnish bedding material that meets the requirements specified in Subsection 603.04.

Furnish backfill materials that meet the requirements specified in Subsection 603.08.

Clean and paint damaged spelter coating caused by welding, field cutting, or mishandling.

To prevent electrolysis or physical failure, use materials in each pipe installation that are compatible with each other.

Either annular or helical pipe corrugations will be acceptable. Helical corrugated pipe containing annular rerolled ends may be used in conjunction with annular pipe of like or compatible materials.

Provide fabricator's certification that the sheet and pipe fabrication are in accordance with AASHTO M 36, M 196, and M 245, as applicable. Submit the certification before installing the pipe.

The lengths and locations of individual pipe SHOWN ON THE DRAWINGS are approximate. Do not order pipe until culvert locations are DESIGNATED ON THE GROUND and a written list of the correct lengths is approved by the CO.

#### Construction

603.03 Excavation. Excavate in accordance with the requirements as SHOWN ON THE DRAWINGS.

Specific pipe installation time restrictions and installation plan requirements are SHOWN ON THE DRAWINGS.

603.04 Bedding. Bed the pipe to a depth of not less than 10 percent of its total height. After excavating compact the foundation surface and shape it to fit the pipe.

As bedding material, provide selected mineral soil that meets the requirements for backfill specified in Subsection 603.08. When SHOWN ON THE DRAWINGS, ensure that completed bedding has a longitudinal camber.

603.05 Laying Pipe. Lay the lower segment of the pipe so that it is in contact with the bedding for the required depth throughout its length. Place outside circumferential laps facing upstream.

Lay paved or partially lined pipe so the longitudinal centerline of the paved segment coincides with the flowline. Place elliptical pipe with the major axis within  $5^{\circ}$  of a vertical plane through the longitudinal axis of the pipe.

Ensure that the final installed alignment allows no reverse grades, and does not permit any point to vary from a straight line drawn from inlet to outlet by more than 2 percent horizontally and vertically of the culvert length, or 12 inches, whichever is less.

Do not place any pipe in service until a suitable outlet is provided.

Install helically corrugated lock-seam pipe with the seam at the inlet end placed below the horizontal centerline. This requirement applies to the outlet end when the outlet is less than 5 feet below subgrade.

Position longitudinal laps on riveted or spot-welded pipe at any location between 45° above or below horizontal.

603.06 Joining Pipes. Firmly join pipe using form-fitting coupling bands. Attach end sections to the pipe using connecting bands or other means, as recommended by the manufacturer. Install gaskets at each joint to form a watertight connection when SHOWN ON THE DRAWINGS. Do not use dimpled bands when the slope of the pipe is greater than 15 percent.

Ensure that coupling bands meet the strength requirements of field joints for

Nonerodible Soil Condition - Special Joint Type, according to division II, section 26, of the "Standard Specifications for Highway Bridges" by AASHTO.

When aluminum alloys come in contact with other metals, coat the contacting surfaces with an asphalt mastic or other impregnated caulking compound approved by the CO.

603.07 Shop Elongation. When SHOWN ON THE DRAWINGS, increase the vertical diameter of round pipe 5 percent by shop elongation.

603.08 Backfilling. Do not place or backfill pipe that meets any of the following conditions until the excavation and foundation have been approved by the CO:

- Embankment height greater than 9 feet at subgrade centerline.
- Installation in a live stream.
- Round pipe with a diameter of 48 inches or greater.
- Pipe arches with a span of 50 inches or greater.

After the bedding is prepared and the pipe is placed, place selected material in layers not exceeding 6 inches loose thickness, and compact the material under the haunches and alongside the pipe. Use material that is readily compactible and free of frozen lumps, chunks of highly plastic clay (with a plasticity index greater than 10), or other objectionable material. Do not use rocks larger than 3 inches in greatest dimension within 12 inches of the pipe. On each side of the pipe, place an area of compacted material at least as wide as the diameter of the pipe. Compact the backfill without damaging or displacing the pipe.

Continue backfilling and compacting until the backfill is a minimum of 12 inches above the top of the culvert.

After bedding and backfilling the pipe, protect it with an adequate cover of embankment before heavy equipment is permitted to cross during roadway construction.

Replace any pipe that is distorted by more than 5 percent of nominal dimensions, or that is ruptured or broken.

Compact backfill using method C:

(c) Method C. Ensure a moisture content suitable for obtaining compaction. Compact each layer using compaction equipment designed for this purpose until visual displacement ceases.

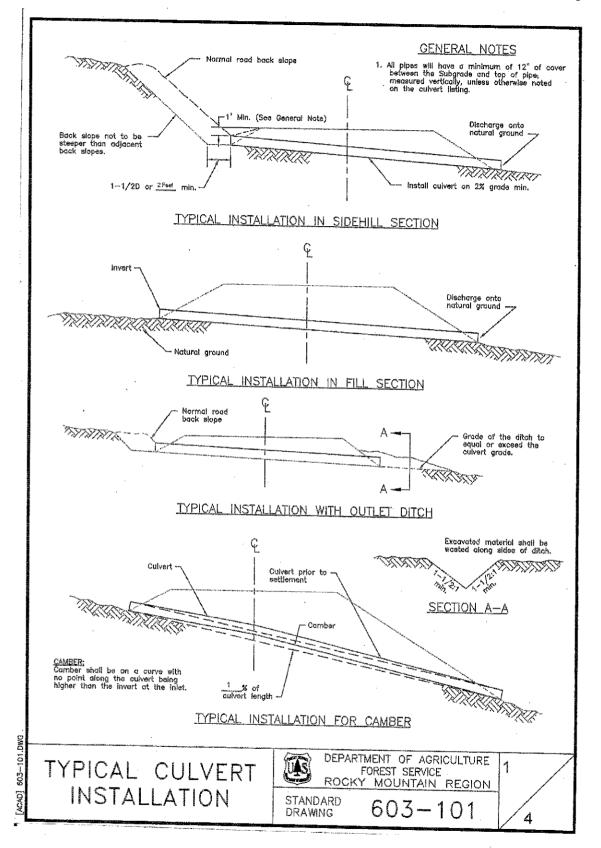
Contract Name: Spring Creek IRTC Page 74(d)

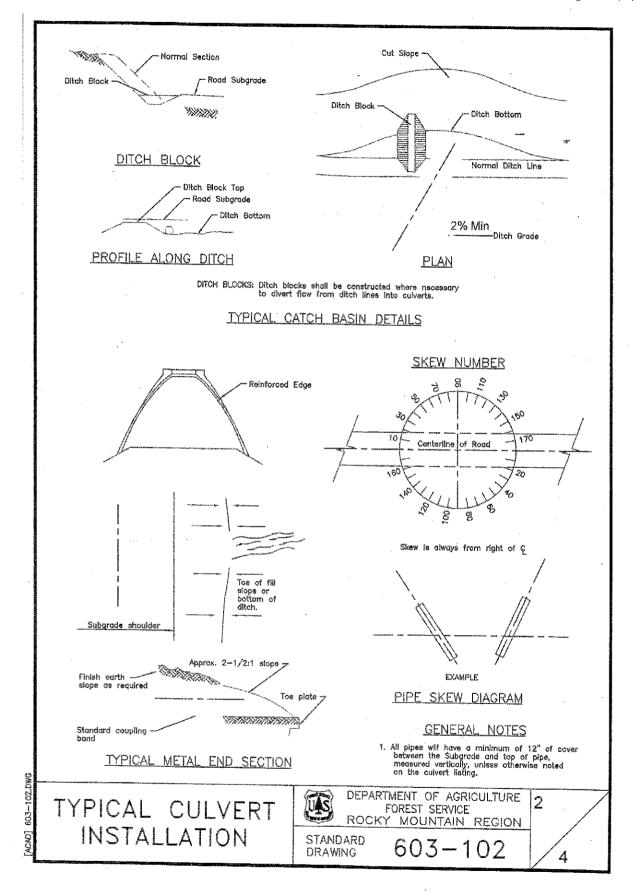
#### Inspection

Inspection of stewardship projects or "service work" will be performed by the Contracting Officer, Contracting Officer Representative, Forest Service Representative or Engineering Representative. Inspection will be by any methodology that the Forest Service deems appropriate. Likely methodologies will involve the government conducting visual inspections and/or random plots on each unit to determine compliance with work specifications. IRTC provision G.3.6 - Acceptance of Work will govern the acceptance process and E.2.2 - Stewardship Credits covers the establishment of credits for service work that has been satisfactorily performed and accepted. When service work appears unsatisfactory, the Contractor will be responsible for rework to correct.

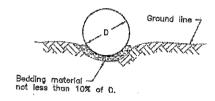
#### Drawings

see pages 74(e) - 74(g)

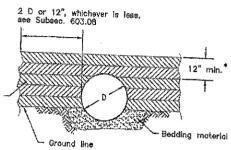




# BEDDING DETAILS



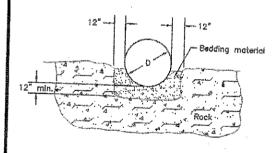
6" compacted layers to density called for in the specifications.



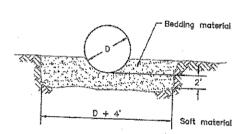
TYPICAL BEDDING DETAIL

# TYPICAL BACKFILL DETAIL

Embankment more than 1 feet above the top of pipe shall be compacted as specified in Sec. 203 or 206,



ROCK FOUNDATION



YIELDING FOUNDATION

# **GENERAL NOTES:**

- Bedding shall be suitable material, uniformly compacted and shaped to fit the bottom of the pipe.
- 2. Reference Subsection 603.04.

CULVERT BEDDING DETAILS



DEPARTMENT OF AGRICULTURE FOREST SERVICE ROCKY MOUNTAIN REGION

STANDARD DRAWING

603-103

3

#### K-H.2 - FIRE PRECAUTIONS (11/2006)

1. Smoking and Lunch Fires. Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area of at least three feet in diameter that is barren or cleared of all flammable materials. 36 CFR 261.52(d).

The building of camp, lunch, warming and other fires within the sale area and vicinity is prohibited, except at established camps or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. Forest Service may, upon written request of contractor, designate specific places where campfires may be build for purposes of heating lunches.

2. Spark Arrester and Mufflers. Nothwithstanding B7.2, operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and roads traversing such land, without a spark arrester, maintained in effective working order, meeting either (I) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or (II) the Society of Automative Engineers (SAE) recommended Practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current revision) and J350, 36 CFR 261.52(j), is prohibited.

Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designed muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications.

Exhaust systems shall be properly installed and continually maintained in serviceable condition.

- 3. Fire Extinguishers and Tools on Equipment. While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:
- (a) One fire extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A-40BC, or greater.
  - (b) One shovel, sharp, size 0 or larger, round-pointed with an overall length of at least 48 inches.
- (c) One axe, sharp, double bit 3-1/2#, or one sharp pulaski. Extinguishers, shovels, axes, and pulaskis shall be mounted so as to be really available from the ground. All tools shall be maintained a serviceable condition.
- 4. Power Saws. Each gasoline engine power saw shall be provided with one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and one size 0 or larger, round-pointed shovel with an overall length of at least 48 inches. The extinguisher and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200 feet from the saw. During periods of critical fire danger, Forest Service may prescribe other precautionary measures.

Any fueling or refueling of a power saw shall be done in area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

5. Blasting and Welding. The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of Forest Service. Whenever the relative humidity falls below 50 percent, Contractor shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and who shall be equipped with shovel and a water-filled backpack can equipped with a hand pump. During periods

when the relative humidity falls below 20 percent, blasting shall be discontinued unless authorized, with special provisions, in writing by Forest Service. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of Forest Service and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned.

Unless otherwise directed in writing by Forest Service, all flammable material shall be cleared for 10 feet around any piece of equipment being welded. In addition, Contractor shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded.

In order to determine the relative humidity, Contractor shall either (a) provide and maintain weather instruments, that will measure relative humidity, in the area where blasting will occur; or (b) provide communications to obtain weather data from Forest Service.

Explosives shall be stored at all times in a locked box marked "Explosives". Powder and blasting caps shall be stored in separate boxes.

- 6. Storage of Flammables. Gasoline, oil, grease and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted to warn of the flammables and to prohibit smoking in or around the building.
- 7. Camp Fire Protection. The grounds around all trailers, buildings, other facilities constructed or placed on or near Sale Area under B6.2 shall be kept free of flammable material for a distance of at least 20 feet from the wall of such structure. Burning of such flammable material shall be as prescribed by Forest Service in writing.

Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2 feet from any wood or other flammables unless adequately protected from by metal or asbestos shields.

### K-I.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The contract was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor; written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

### K-I.6.8# (Option 1) - USE OF TIMBER (09/2004)

- (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).
- (b) Except for <u>None</u> determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).
  - (c) Timber in the following form will be considered unprocessed:
- (i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;
- (1i) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e), and
  - (iii) Aspen or other pulpwood bolts exceeding 100 inches in length.
- (d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.
- (e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.
- (f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:
  - (i) Identify the Federal origin of the timber;
  - (ii) Specify domestic processing for the timber involved;
- (iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;
- (iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and
  - (v) Otherwise comply with the requirements of the Act (16 USC 620d).
- (g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.
- (h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.
- (i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.

# ATTACHMENT FOR G.3.3 - Safety

The following is a guide for meeting the intent of G.3.3 SAFETY. This is not a complete list of signs that may be needed. All signs are to be manufactured and installed as specified in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). In event of conflict, MUTCD standards shall take precedence over the following:

Size:

Standard 30", minimum 24", or as shown.

Shape:

As Shown.

Background: Shall be fully reflective.

Temporary signs shall have an orange background.

Permanently installed signs shall have a yellow background.

Lettering:

Minimum 4" letters, standard alphabet, black, Series "C".

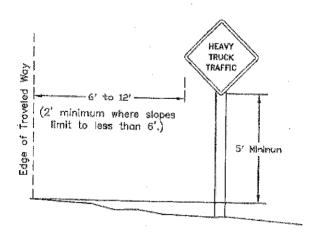
Border: 1/2 inch, black.

Mounting:

Signs shall be mounted so as to be clearly visible to road user.

Signs shall not be mounted on trees or other sign posts.

### SIGN INSTALLATION ILLUSTRATION



# ATTACHMENT FOR G.3.3 - Safety

### WARNING SIGN PLACEMENT

Sign Numbers: Sign numbers are from MUTCD. An "F" before the number indicates a Forest Service sign. An "R" or "L" after the number indicates right or left.

Sign #	Location
LOG TRUCKS  FW11-7-24' OT  HEAVY LOGGING TRAFFIC  FW11-9-24' FW-9-3-20'	NFSR 561 near the Forest Boundary, facing inbound traffic NFSR 560 near the junction with NFSR 561, facing inbound traffic NFSR 327 near the junction with NFSR 560, facing inbound traffic